



**BRAZOS COUNTY
RESERVED PARKING SPACE LEASE
ROY KELLY MULTI-MODAL TERMINAL & PARKING GARAGE**

Name or Business:

Office phone:

Cell phone:

Address:

License Plate Number:

Email:

Year/Make:

Model/Color:

This reserved parking lease (the "Lease") is made and entered into this _____ day of _____, 20____ by and between Brazos County (the "County"), a political subdivision of the State of Texas, and the above listed individual or business (the "Lessee"), to use the Roy Kelly Multi-Modal Terminal & Parking Garage (the "Garage") under the terms and conditions as set forth herein.

TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement, the County grants Lessee authorization to occupy one (1) reserved parking space in the Garage on the selected dates at the selected times for the rental rates stated below. Parking is for normal passenger vehicles only provided they meet the height restrictions of the Garage and no other purpose. **No refunds or credits on the purchase of this Agreement are issued due to variations in Garage operations during the selected dates, unless otherwise noted herein.**

- A. **TERM OPTIONS**: This Agreement shall conform with the terms and dates shown here. Lessee is authorized to park in the Garage as noted below: (INITIAL TYPE BELOW)

Annual Contract

NON-RESERVED PARKING SPACE

1. _____: **24-hour Parking**: Valid seven (7) days per week, twenty-four (24) hours per day with no general time restrictions.
Cost \$50/month plus taxes and fees. Payment is due on the 1st of each month.

RESERVED PARKING SPACE

2. _____: **24-hour Parking:** Valid seven (7) days per week, twenty-four (24) hours per day with no general time restrictions. Spot # _____
Cost \$75/month plus taxes and fee. Payment is due on the 1st of each month.

3. Term: _____ to _____.

- B. **ENFORCEMENT:** Lessee is granted exclusive right to use designated parking space when leasing a "Reserved Parking Space". That right includes the requirement of the Lessee to buy and have the County place appropriate signage identifying the reserved space. Lessee understands and agrees that the County is not and will not be held responsible or liable for enforcing this Lease Reservation of the space against any other party that may park there without permission.
- C. **ARTICLES LEFT IN VEHICLES ARE AT THE VEHICLE OWNER'S RISK / NO SECURITY PROVIDED:** Lessee understands and expressly agrees that the County will not accept the vehicle in bailment or for safekeeping; nor shall the County be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual or personal injury of any nature. Lessee expressly acknowledges that the County shall have no duty to provide security and does not assume any obligation to provide for the security of the Garage or to protect individuals who use the Garage, or vehicles or property in the Garage.
- D. **DAMAGED PROPERTY:** If Lessee, their guests or agents, damage any personal property in the Garage, or damage any Garage equipment or any other County property, the Lessee shall pay the County the full cost of repairs to the Garage and/or the County's property. In addition to any liability Lessee may have for any claims, losses or costs arising out of such damage, the County may terminate this Agreement and render ineffective any access cards issued under this Agreement.
- E. **RIGHT TO EJECT:** The County reserves the right to eject or cause to be ejected from the Garage any person engaging in or behaving in a manner disruptive, abusive or offensive to other patrons at or in the Garage. Neither the County nor any of its officers, agents, volunteers, or employees, shall be liable to Lessee for any damages that may be sustained by Lessee through the County's exercise of such right.
- F. **CLOSURE OF GARAGE:** The County reserves the right to close the Parking Facility for repairs and maintenance. When closing the Parking Facility, the County shall use reasonable efforts to notify Lessees and to avoid any inconveniences as far as such is within the County's control. No refunds or credits on the purchase of the Agreement will be issued due to variations in Garage operations, unless otherwise noted herein.
- G. **MATTERS NOT COVERED:** Any decision concerning a matter not specifically covered by this Agreement, or subject matter reasonably inferable from the terms of this Agreement, shall rest solely within the reasonable discretion of the County.
- H. **INVALIDITY:** Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of

the Agreement shall not be rendered void and unenforceable as a result, but rather shall remain in full force and effect.

- I. **NO ASSIGNMENT**: The rights, obligations or duties granted to the Lessee under this Agreement may only be assigned upon the prior written consent of the County. Such consent will not be unreasonably withheld.
- J. **INDEMNIFICATION**: LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS AGAINST ANY CLAIMS, CAUSES OF ACTION, LIABILITY, OR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, FOR BODILY INJURY OR DEATH TO ANY PERSON, AND DAMAGE TO PROPERTY OF ANY PERSON, INCLUDING, BUT NOT LIMITED TO THAT OF THE COUNTY'S OR LESSEE'S AGENTS, VOLUNTEERS, OR EMPLOYEES, ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE LESSEE OR THE LESSEE'S GUESTS OR INVITEES, AGENTS, EMPLOYEES, VOLUNTEERS, OR CARD HOLDERS.
- K. **NON-WAIVER**: The County's acceptance of payment or failure to complain of any action, non-action or default of Lessee, whether singular or repetitive, shall not constitute a waiver of any of the County's rights. If Lessee's payment of any sum due the County is accompanied by written conditions or is represented by Lessee to be a settlement or satisfaction of any obligation, the County may accept and deposit such moneys without being bound by such conditions or representations unless the County expressly agrees to such conditions or representations in a separate written instrument. The County's waiver of any right of the County, or any default of Lessee, shall not constitute a waiver of any other right or constitute waiver of any other default or any subsequent default.
- L. **ATTORNEY'S FEES**: If the County is required to file suit to collect any amount owed the County by Lessee under this Agreement, County shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.
- M. **ENTIRE AGREEMENT / AMENDMENTS**: This Agreement constitutes the entire Agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This agreement may only be amended in writing and executed by both parties.
- N. **JURISDICTION / VENUE**: This Agreement is made under the laws of the State of Texas, and any disputes that arise under or related to this Agreement shall be governed by the laws of Texas, without regard to conflicts of law principles. Venue for any legal action involving this Agreement shall be in Brazos County, Texas.
- O. **NOTICES**: Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: *For Lessee*: As listed on page one of this Agreement. *For County*: Brazos County Commissioners Office at 200 S. Texas Avenue, Suite 310, Bryan, TX 77803.
- P. **AGENTS AUTHORIZATION**: The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

This Agreement is effective the date the last party signs.

LESSEE:

Signature: _____

Printed Name: _____

Date: _____

BRAZOS COUNTY:

By: _____

Printed Name: _____

Date: _____

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